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K 811714

2100 workers

**MEMORANDUM OF UNDERSTANDING**

**2002-2004**



**CITY OF PHOENIX  
AND  
AMERICAN FEDERATION OF STATE,  
COUNTY  
AND MUNICIPAL EMPLOYEES  
LOCAL 2384, AFL-CIO  
COVERING  
FIELD UNIT II**

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## PREAMBLE

WHEREAS the well-being and morale of the employees of the City are benefited by providing employees an opportunity to participate in the formulation of policies and practices affecting the wages, hours, and working conditions of their employment; and

WHEREAS the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter Memorandum) are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix except as expressly and lawfully modified herein; and

WHEREAS the parties agree that the Phoenix Employment Relations Board (P.E.R.B.) unit certification reflects that there exists a clear and identifiable community of interest among employees covered by this Memorandum; and

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance G-3303 in order to reach agreement concerning wages, hours, and working conditions of employees in Field Unit II.

NOW therefore, the City of Phoenix, hereinafter referred to as "the City", and Local 2384, as an affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms.

## **ARTICLE 1 GENDER**

Whenever any words used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply.

## **ARTICLE 2 RECOGNITION**

The City recognizes the Union as the sole and exclusive meet and confer agent pursuant to Ordinance G-3303 as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all employees in positions constituting Field Unit II, as certified or as may be modified by the Phoenix Employment Relations Board (P.E.R.B.).

## **ARTICLE 3 CITY AND DEPARTMENTAL RIGHTS**

### **Section 1:**

The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

### **Section 2:**

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of

this Memorandum, and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

### **Section 3:**

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community. Nothing herein shall be construed to diminish the rights of the City under Section 5 of Ordinance G-3303.

## **ARTICLE 4 UNION RIGHTS**

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours

spent within the employee's regular work shift in pursuit of benefits provided by this Article.

### Section 1: Union Stewards

Union stewards have the right to paid release time under the grievance procedure herein subject to the following:

(a) The Union may designate up to fifty-five (55) site stewards, **twenty (20)** chief stewards, and **twelve (12)** lead stewards to serve as Union representatives. Such designations shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" and such stewards shall service grievances at said job sites to which they are regularly assigned, in accordance with Attachment "A" hereto. Chief stewards may substitute for job site stewards in the assigned area of jurisdiction as shown in Attachment "A".

The Labor-Management Committee will discuss the job site allocation of stewards upon request by either party (Attachment A) and will consider the deletion or addition of stewards in the event of reorganization or expansion of Unit II departments.

(b) The Union shall notify the Labor Relations Division of the Personnel Department, in writing, of its designations and redesignations of stewards and chief stewards.

(c) There shall be no obligations on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.

(d) One such steward and the grievant may, after the grievant and the supervisor were unable to resolve the matter informally (Article 24, Section 1) when the Union is designated by a grievant as his representative, attend mutually scheduled grievance meetings with City of Phoenix department representatives without loss of pay or benefits for the purpose of gathering information and/or discussing the resolution of grievances. In no event shall the paid release time under this sub-paragraph (d) be used for any other purpose.

(e) In those instances where it is impractical for the steward to communicate with the grievant or witnesses during the non-work hours of the steward and employee(s), supervision shall, subject to operational needs, approve the use of on duty time in accordance with the following limitations:

(1) Use of such time under this sub-paragraph (e) shall be charged against the Unit total of **three thousand six hundred and ten (3,610)** hours provided in Section 3(a) of this Article.

(2) Use of such time shall be subject to notification to the Labor Relations Administration for the purpose of administering the use of said bank hours.

(3) Use of the time shall be in increments of fifteen (15) minutes.

(4) The Union shall be notified quarterly or upon request of the remaining balance of unused bank of hours. **Any unused hours shall rollover to the next M.O.U. year and any hours used in excess shall be taken from the next years bank.**

(5) Use of such time shall be recorded as paid

Union business for the purpose of leave records.

## Section 2: International and Union Representatives

Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for legitimate Union purposes, so long as such will not interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform with the safety regulation of the work site.

## Section 3: Paid Release Time for Unit Related Activity

(a) The Union will be allowed, subject to operational and scheduling factors and **ninety six (96) hours** advance notice in each instance, paid release time for Union members or officers of the Local to attend Union conferences and workshops, meetings of the Executive Board, and meetings of the general membership and other Unit related activities as approved by the Labor Relations Division of the Personnel Department. Such release time shall not exceed a unit total of **three thousand six hundred and ten (3,610) hours** per each M.O.U. year.

Requests for release time shall be submitted to the Labor Relations Administration and approval of release time hereunder shall not be arbitrarily withheld.

(b) The Union will be allowed subject to operational and scheduling factors and fourteen (14) calendar days advance notice, up to **one day** of paid release time for authorized stewards to attend a one time contract orientation session conducted by the Union in each year of the contract.

(c) The President of the Union (by the Executive Board, shall be allowed and eighty (2080) work hours per M in lawful Union activities pursuant to Memorandum. The City will pay the fringe benefits. **Upon return to their Unit employee shall be reinstated to the location and schedule by seniority.**

(d) The Vice President of the Union by the Executive Board, shall be allowed and eighty (2080) work hours per M. (lawful Union activities pursuant to a Memorandum. The City will pay the fringe benefits. **Upon return to their Unit employee shall be reinstated to the location and schedule by seniority.**

(e) The Union shall be allowed a full position designated by the Executive Board, This position shall be allowed up to two (2080) work hours per M.O.U. year to activities pursuant to and consistent with The City will pay the employee's full time. **Upon return to their regular City duties shall be reinstated to their original position schedule by seniority.**

(f) Use of such time shall be recorded for Business for the purpose of leave records.

(g) For this MOU only, the Union (Participative Association of Labor and Committee, shall be allowed up to 6%

year to engage in lawful Union activities associated with the objectives of the committee. Such activities shall include but not be limited to, the re-engineering of services and operations particularly in the Water Services Department, and formal partnerships jointly developed in operating departments.

(h) During the year 2002, the Union and Labor Relations will hold a full day Steward training/discussion session. This session will not be charged to the Union bank of hours.

(i) **The Union, subject to departmental operation and scheduling factors and reasonable advance notice, will be allowed a total of 150 hours of paid leave to attend Union seminars, lectures and conventions. In addition the Union shall receive the sum of thirteen thousand dollars (\$13,000) on or about July 1 of each M.O.U. year.**

#### Section 4: Unpaid Release Time for Unit Related Activity

Union members may be authorized in advance in writing to engage in lawful Union activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion consistent with the purpose of this Memorandum.

A member selected by the Union to do Unit representative work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service Rules, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than three (3) months and shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union.

There shall be no use of official time for Union related activities except as expressly authorized under the aforesaid sections.

#### Section 5: Payroll Deduction

(a) The City shall deduct from the first pay warrant of Union members, in each month, the regular periodic membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.

(b) Authorization for membership dues deduction hereunder shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.

(c) The City shall not make dues deductions for Unit employees on behalf of any other employee organization (as defined in Ordinance G-3303) during the term of this Memorandum. At each scheduled Labor Management Committee meeting, the City shall provide to the Union a list of any exceptions to this provision arising from transfers between any other Unit.



(d) It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will however, as promptly as technically possible, implement changes brought to its attention. The City shall at the written request of the Union during the term of this agreement make changes in the amount of deduction hereunder for the general membership provided cost for implementing such changes shall be reimbursed by the Union.

#### **Section 6: Facilities and Services**

(a) The Union through its designated representative, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such materials are on non-work periods.

(b) The City shall provide the Union with accessible bulletin boards for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Union.

(c) Materials which are abusive of any person or organization, which conflict with laws regulating the political activities of City employees, and which are disruptive of the City's operations may not be posted or distributed.

The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.

(d) The City shall provide the Union, upon request to the Labor Relations Administrator, a listing of unit employees indicating name, address, job classification, department number, and geographic payroll locator code, and/or a seniority list by job classification. The City will provide these lists on a computer disk that is in a format compatible with the Union's computer.

#### **Section 7: Contracting Out**

The City will comply with the provisions of Management Procedure Number 5.501, dated February 7, 1994, and notify the Union, in writing, of the City's intent to contract with a private agency for the provision of municipal services. The Union may, within seven (7) calendar days of this notification, request a Labor-Management Committee meeting for the purpose of discussing the potential contract. It is understood by all parties that the Union's exercise of rights granted by this Article shall in no way delay the process outlined in Management Procedure 5.501, nor impede the City's authority to enter into a contractual agreement with a private agency.

#### **ARTICLE 5 RIGHTS OF UNIT EMPLOYEES**

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

## Section 1:

All unit employees have the right to have the Union serve as their "meet and confer" representative as set forth in Ordinance G-3303 without discrimination based on membership or non-membership in the Union or any other organization.

## Section 2:

Unit employees have the right to be represented by the Union in dealings with the City concerning grievances, and, if personally requested by the employee, during the conduct of a management initiated investigatory interview concerning allegations focused on the employee which may result in disciplinary action against the employee for violation of City or department work rules or regulations. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed. The employee shall be entitled to receive a copy of any statement that he is instructed to sign. A Unit member that is under investigation for any discipline, and who is interviewed or requested to respond in writing will be given a written statement informing them of the nature of the investigation and the allegations against them. The written statement will also notify the Unit member that they have the right to have a representative attend the investigatory meeting. The employee and/or representative may ask for a caucus during the meeting. Prior to the conclusion of the meeting the member, or representative will have the opportunity to make a closing statement. An employee under investigation will be notified in writing every three (3) months as to the current status of the investigation.

This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion. The employee shall have a minimum of seventy-two (72) hours excluding weekends (N days) to respond to requests for information concerning an investigation. The employee shall have a right to know if their accuser is, a City employee or citizen/customer, and all allegations against them.

If a Union steward is requested by management to hold over, or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.

If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union steward, or the Union President.

Upon request, a Unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from his personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term disciplinary action is defined as:

1. Any discipline given a Unit member that resulted in a suspension of eighty (80) hours or less,
2. For an infraction which did not result in criminal charges or actions which did not include violent or assaultive behavior directed at another person or,
3. Any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the Unit member's file purge request.

### Section 3:

Unit employees have the right to present their own grievance, in person or by legal counsel.

### Section 4:

(a) Any unit member covered hereunder or his representative designated on a written form signed by the employee shall, on request and by appointment, be permitted to examine his departmental personnel file, in the presence of an appropriate supervisory official of the Department.

(b) No unit member shall have any adverse comments entered into a departmental personnel file without the member being informed by a supervisor. The unit member shall be asked to date and sign such material solely as evidence of being advised of its existence, not as indicating agreement. If the unit member requests, they shall receive a copy of the adverse comment.

(c) Unit members may, at their discretion, attach rebuttal statements to any material contained in their departmental personnel file, which may be adverse in nature.

### Section 5:

The City will comply with provisions of A.R.S. Section 12-2506, paragraph D, subparagraph 1. and assume responsibility for actions of any Unit II employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.

### Section 6:

A unit employee may request that his Departmental Personnel file and the official personnel Department file be purged of any material which is three (3) years old if the employee has received no disciplinary actions during the three year period immediately preceding the request. The request for purging must be in writing and forwarded through official channels to the Department Head who will make the final determination as to the validity of the request. If the request is approved by the Department Head, all materials, both positive and adverse, which are three (3) years old, will be purged. A copy of the purged documents will be given to the employee. After the Department Personnel file has been purged, the approved written request will be forwarded to Labor Relations to have the official Personnel Department file purged. Discipline notices are exempted from these provisions, except as described in Section 2. (The Discipline Notice is the City of Phoenix Notice of Suspension, Demotion, or Dismissal).

### Section 7:

The City shall post on employee bulletin boards any new policies and/or revision of written City or department policies and procedures affecting Unit II employees. Notice shall remain posted for not less than twenty-one (21) working days. Review of policy and procedure revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting unit employees as soon after release as possible.

## Section 8:

A coaching is a verbal discussion with an employee. A coaching is not to be considered a first offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor's file for both positive and negative incidents. Any employee may receive more than one coaching for a similar matter.

A supervisory counseling is a verbal warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are used to determine only notice to the employee.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and above the line the statement. The employee shall date and sign the supervisory counseling, not as indication of agreement, but solely as evidence of being advised of its existence. The employee will receive a copy of the memo.

A supervisory counseling will only be retained in the supervisor's file. It will not be placed in the employee's personnel file.

The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.

## ARTICLE 6 NEW POSITIONS/CLASSIFICATIONS

### Section 1:

The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union of the results of any Unit II reclassification study prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.

### Section 2:

The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.

### Section 3:

The City agrees that except in extraordinary situations, it will notify the Union in advance in writing when significant changes will be made in the duties, responsibilities, training or experience qualifications in position classification standards resulting in classification changes.

### Section 4:

(a) The Union may submit written requests for job classification studies to the Labor-Management Committee.

(b) All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:

1. A full description of the new duties and responsibilities.
2. A full explanation of why the Union feels the position(s) should be reclassified.
3. A list of comparative positions/classifications that led to the Union's request.
4. Such other information as is normally considered relevant to a classification review.

(c) Valid written requests will be considered in the sequence of receipt by the Personnel Department. The City will endeavor to complete such studies within six (6) months from the start of the audit.

(d) The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures in that respect.

(e) The City will inform the Union when Union requested classification studies are begun and will inform the Union of progress of the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.

(f) The City and Union agree that the PALM Committee will have the same power and authority as the City and Union to submit recommendations for pilot plans involving reclassifications and compensation benefits that are a result

of the Water Services Reengineering Project to Classification, Compensation and Benefits for timely evaluation.

## **ARTICLE 7 HOURS OF WORK**

### **Section 1:**

This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 12.

### **Section 2:**

The work week shall only consist of a schedule of consecutive work days in a seven (7) calendar day pre-established work period, except in the Equipment Management Division of Public Works Department. Any changes to the consecutive workday schedule will be made by mutual agreement between AFSCME 2384 and the City on the 4 day, 10 hour work shift.

### **Section 3:**

Within a five (5) day work schedule, the work day will consist of eight (8) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions. Within a four (4) day work schedule, the work day will consist of ten (10) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions.

The City and the Union recognize that no regularly scheduled shift lengths, other than those outlined in Article 8, shall be observed in Field Unit II.

#### Section 4: Relief Crews

At the 91st Avenue and 23rd Avenue Wastewater Treatment Plants, there may be one (1), but no more than one (1), relief crew per plant as determined by management.

#### Section 5:

Permanent regular work schedules showing the employees' shifts, workdays, and hours shall be posted on appropriate department bulletin boards.

#### Section 6:

When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the affected employees, **and the Union President** not less than fourteen (14) calendar days in advance and will notify the Union of such changes, prior to actual implementation.

In emergency situations, temporary work schedules may be adopted without the fourteen (14) calendar day's notice to the affected employees. "Emergency" shall mean unforeseen operational circumstances.

#### Section 7:

Summer hours shall begin no later than the last Monday in April and shall terminate no earlier than the second Monday in September whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has

been customarily used in the past. Summer scheduling may, at the discretion of the City, be implemented earlier in the year than specified in this section, or terminated later in the year than specified in this section.

#### Section 8:

The City may implement ten (10) hours per day, four (4) days per week work schedules when it is determined by the City that such scheduling is beneficial to City operations.

### ARTICLE 8 WORK SHIFTS, REST PERIODS AND LUNCH PERIODS

Scheduled work shifts shall include meal periods to be observed as follows:

5 DAY WORK WEEK	MEAL PERIOD
8 hours	<b>Under normal conditions no less than 30 min.</b> on the job paid, at straight time.
8-1/2 hours	<b>No less than 30 minutes,</b> unpaid.
9 hours	<b>No less than 60 minutes,</b> unpaid.
4 DAY WORK WEEK	MEAL PERIOD
10 hours	<b>Under normal conditions no less than 30 min.</b> on the job paid at straight time.

10 1/2 hours

No less than 30 minutes, unpaid.

11 hours

No less than 60 minutes, unpaid.

Two (2) non-work periods of fifteen (15) minutes during the above scheduled work shifts shall be permitted to promote the health, safety and efficiency of employees on the job. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions. **Employees shall be allowed reasonable time, as necessary for personal clean-up prior to the commencement of the lunch and break periods.**

**ARTICLE 9  
BUMP/BID PROCEDURE  
EQUIPMENT MANAGEMENT DIVISION**

**Policy**

To provide an equitable system for employee selection of shift, days off and area location, the Union and the City recommend that departments considering the implementation of a bump/bid policy for a designated group of Unit II employees use this article as a guideline in the development of their policy.

**Section 1: General Guidelines**

**A. Annual Bump/Bid**

There will be a full Bump/Bid each year, in June, which will become effective the first pay period in July.

**B. Interim Bump/Bid**

A layoff, a transfer of a vacant position number to another shift or shop, the addition of a permanent position number, a promotion, demotion, dismissal, resignation or retirement will be filled subject to the in-class Bump/Bid. This means that any time positions become vacant within a particular classification, an open sign-up will be held. Vacant positions will be filled according to the seniority ranking of interested employees within a class.

**C. Exceptions**

1. The specialties listed below will be exempt from the general Bump/Bid procedure. Employees in these specialties will Bump/Bid only within their specialty and/or section.

(a) Motorcycle Mechanics

(b) Heavy Equipment Mechanics in the following assignments:

- fire shop
- off-road equipment
- hi-ranger repair
- 91st Ave. Treatment Plant
- landfills

(c) Police Substations

- Auto Mechanics (master)
- Equipment Maintenance Helpers
- Equipment Service Worker II

(d) Leadmen

(e) temporary, new hire and promoted employees\*

(f) rovers

- (g) make-ready shop (all personnel)
- (h) service writers
- (i) Auto Parts Clerk III (annual bump for this class will be held after the physical inventory each year).

\* Management reserves the right to place new employees on any shift and location for a six (6) month period for training and evaluation purposes. These employees become subject to the Bump/Bid procedure upon completion of six-(6) month's employment. The day after the due date shown on their six-(6) month performance rating will be the effective date.

At the end of the six-(6) months, the position occupied by the temporary, new or promoted employee will become available to the most senior employee who has signed up within the class. The two employees will then "switch" positions until the next Bump/Bid.

2. Positions of employees who have been on long-term industrial leave or light duty, or personal illness, for at least hundred (100) days, at the time of the annual bump/bid will be excluded from the process. Upon return to regular, full-time employment, management will assign the employee to an available shift and location until the next Bump/Bid. Employees must return to work seven (7) days prior to the original bump/bid posting to be included in the bump/bid.

#### d) Annual Bump/Bid Completion

All personnel shall be frozen into the position selected, except to bid for openings created as outlined in Section II "Interim Bump/Bid."

#### e) Delegation of Authority

Employees may delegate/select a representative to participate in the bump/bid in their absence. This may be done by completing the official Bump/Bid Authorization Form and presenting it at the designated sign-up time. This form must be signed by the delegating employee and the employee performing the selection. The actual Bump/Bid Sign-up Sheet will be annotated by the employee's representative printing the employee's last name and initialing the entry.

#### f) Official Notification

g) Positions of employees who have been on long term industrial or light duty, or personal illness, for 100 calendar days, at the time of the annual bump/bid will be excluded from the process. Upon return to regular, full time employment, management will assign the employee to an available shift and location until the next bump/bid. Employees must return to work seven (7) days prior to the original bump/bid posting to be included in the bump/bid.

The annual bump/bid will be posted, in its entirety, for a minimum of fourteen (14) calendar days prior to the official sign-up date. A copy of the document will be posted at all Equipment Management Division Facilities.

#### Section 2: Seniority

Seniority within classification will be the principal factor for bumping and/or bidding.

#### a) Determination of Seniority



Seniority constitutes length of certified status within a class of the City service. When two or more employees have the same length of time in the class, the employee with the longest certified City employment time shall be senior. If a tie still exists, the employee with the least amount of leave of absence without pay (excluding leave of absence due to sickness, injury or military service) shall have the greater amount of seniority.

b) Dispute Resolution of Seniority

Any disputes concerning the calculation of seniority length will be resolved by the Public Works Department Personnel Officer using the guidelines identified in the above "Determination of Seniority."

**ARTICLE 10  
CLEAN-UP TIME**

Unit employees will be given time, in keeping with past practice, at the end of a normal daily shift for personal clean up. Such time is in addition to and exclusive of any time the City requires be spent for maintaining equipment.

**ARTICLE 11  
WAGES**

Section 1:

**Effective July 8, 2002**, the rates of pay for unit members will be increased by 1.7%.

Section 2:

The classifications in the **Locksmith, Equipment Service Worker 1 and Equipment Service Worker 2**, class series will be reviewed by Classification & Compensation during the term of this M.O.U. for appropriate compensation only.

Section 3: Longevity-Performance Pay

In recognition of continuous service and overall performance, the City agrees to the following longevity-performance pay formula for Unit II employees.

(a) Pay Benefit:

**On November 25, 2002**, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications of this section shall qualify for **eighty-five (\$85.00)** dollars for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of **one thousand five hundred and thirty (\$1,530.00)** dollars, annual maximum of **three thousand and sixty (\$3,060.00)** dollars at 23 years. The longevity payment will be included in paychecks for Unit members on **December 13, 2002**.

**On June 9, 2003**, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications of this section shall qualify for **eighty-five (\$85.00)** dollars for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of **one thousand five hundred and thirty (\$1,530.00)** dollars, annual maximum of **three thousand and sixty (\$3,060.00)** dollars at 23 years. The longevity payment will be included in paychecks for Unit members on **June 27, 2003**.

On **November 24, 2003**, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications of this section shall qualify for **eighty-five (\$85.00)** dollars for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of **one thousand five hundred and thirty (\$1,530.00)** dollars, annual maximum of **three thousand and sixty (\$3,060.00)** dollars at 23 years. The longevity payment will be included in paychecks for Unit members on **December 12, 2003**.

On **June 7, 2004**, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications of this section shall qualify for **eighty-five (\$85.00)** dollars for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of **one thousand five hundred and thirty (\$1,530.00)** dollars, annual maximum of **three thousand and sixty (\$3,060.00)** dollars at 23 years. The longevity payment will be included in paychecks for Unit members on **June 25, 2004**.

(b) Qualifications:

(1) An employee must have completed at least one year of continuous full-time service at the top step in his classification.

Qualifications for longevity pay are made in the base class and will not be affected by movement into or out of assignment positions. As well, longevity will not be affected by movements to positions within the same pay range.

When a position is reclassified to a higher classification,

or when a classification is assigned to a higher pay range, incumbents who are receiving longevity pay shall be moved to that step of the new range which corresponds to the closest to their combined base pay and previous longevity amount (incumbent's last semi-annual payment times two), and which does not result in a decrease from that combined amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range change only results in a maximum possible one-range increase, incumbent is receiving longevity pay, he/she will be moved to the top step and continue to be eligible for longevity pay.

(2) An employee must have completed six (6) years of continuous full-time service.

(3) An employee must have received an overall performance rating of "meets standards" or better on his latest scheduled performance evaluation on file in the Personnel Department.

(4) An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

(c) Terms of Payment:

(1) Payments will be made within thirty (30) days of the qualifying date.

(2) Employees who separate from City

employment after the qualifying date but prior to the payment date shall receive the payment in their termination pay.

(3) The longevity payment will be included in the regular paycheck instead of being paid in a separate warrant.

#### Section 4:

It is understood that for implementation purposes, the practice of rounding off fractional cents shall be done in accordance with universally accepted mathematical and accounting principles.

#### Section 5:

The term "Pay Schedule" shall mean the schedule computed and published by the Personnel Department for payroll purposes.

#### Section 6:

Effective **July 8, 2002**, the City will contribute an additional .5% of the annual base wage to a deferred compensation fund for each unit employee for each year of the M.O.U. (The new total contribution will be 3.6%.)

Effective **July 7, 2003**, the City will contribute an additional .5% of the annual base wage to a deferred compensation fund for each unit employee for each year of the M.O.U. (The new total contribution will be 4.1%.)

#### Section 7:

The increase in 2003-2004 total compensation will equal 75%

of fiscal year 2002-2003 General Fund revenue growth, however this total compensation will be no lower than 2% or greater than 5%. The increase in total compensation will be implemented in two phases:

**Phase I - Total compensation increase in Phase I will total 2% (regardless of General Fund revenue growth).**

- First, the health, dental and life insurance cost increase will be converted to a total compensation percentage, assuming the continuation of already agreed to cost-sharing and will be calculated in the way it has been historically. This will include an increase in the orthodontia benefit to \$4,000. (This cost increase is expected to be known by January 1, 2003, after review and approval by the Health Care Task Force).
- Second, an across the board wage increase will be effective July 7, 2003, as necessary to achieve a 2% increase in total compensation. The increase will be calculated once the Health Care Task Force recommendation is approved.

**Phase II - Total compensation increase will equal 75% of General Fund revenue growth, less the 2% total compensation increase implemented in Phase I, to a maximum of 5%. Any additional compensation will be effective October 27, 2003.**

On September 19, 2003, a report will be submitted to the City Manager by the Budget and Research Department providing detailed information on the fiscal year 2002-03 General Fund revenue growth and calculating 75% of that growth to determine what, if any, additional compensation is due.

The remainder of total compensation will be implemented in the following order:

- DCP increase .5% from 3.6% to 4.1%
- Wage increase

\*For example, 4% revenue growth will provide for a 3% increase in total compensation. (Note General Fund revenues will be defined by a schedule provided by the Budget and Research Department.)

## ARTICLE 12 OVERTIME

### Section 1:

Overtime is defined as time assigned and worked beyond the regularly scheduled workweek or daily work shift; it being understood that overtime for Unit members who normally work a daily work shift of eight (8) consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of forty (40) hours in a seven (7) day work period, or eight (8) hours per daily shift including paid meal periods. In addition, when an employee is assigned and works two (2) eight (8) hour shifts, or two (2), ten (10) hour shifts, the second of which commences less than twelve (12) hours after the regularly scheduled conclusion of the first, that amount of time falling within said twelve (12) hour period is deemed overtime for purposes of Section 4 below, except, however, that such twelve (12) hour rule does not apply to regular shift change situations, relief positions, and positions in the classification of Auditorium Worker at the Civic Plaza. **The twelve hour rule also does not apply if an employee works less than a full shift either before or after their regular shift.**

### Section 2:

Duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek (but not daily work shift).

### Section 3:

Overtime shall be worked and shall be allowed if assigned by the non-unit supervisor or other authorized representative of the City.

### Section 4:

Overtime work will be compensated at one and one-half (1 1/2) times the regular rate, which will be computed in accordance with provisions of the Fair Labor Standards Act. Such payment will commence after the first seven (7) minutes.

### Section 5:

In lieu of cash payment, a unit member may request compensatory time credits up to a maximum accumulation of **one hundred and eighty (180) hours, effective July 7, 2003 the maximum accumulation will be one hundred eighty five (185) hours.** Authorized overtime hours worked in excess of **one hundred and eighty (180), effective July 7, 2003 one hundred eighty five (185) hours** shall be paid in cash. The request for compensatory time credit must be made at the time the overtime is worked. The Department Head shall make the final determination on the method of payment (either cash or compensatory time). Use of compensatory time off shall be subject to departmental approval and scheduling.

Section 6:

(a) A unit member may convert accumulated compensatory time credits to cash, up to a maximum of **forty-five (45) hours**, by notifying the Department Head in writing of such intent, no later than November 1. Payment will be made on or before December 15. Payment can be made in a separate warrant if requested by the employee. **Effective July 7, 2003 the maximum payout shall increase to fifty (50) hours.**

(b) Effective July 1992, a second conversion period will be added. A unit member may have up to **forty-five (45) hours** of compensatory time credits converted to cash by requesting such, in writing, no later than July 31. Payment will be made on or before August 31. **Effective July 7, 2003 the maximum payout shall increase to fifty (50) hours.**

Section 7:

The City shall endeavor to distribute the opportunity for non-standby overtime equally amongst employees or crews of employees within the same classification and work location.

Records of overtime worked by employees shall be posted on a quarterly basis on Union bulletin boards. In addition, records of overtime worked by Unit members shall be made available for inspection by an authorized representative of the Union upon advance request and at reasonable times.

Section 8:

Overtime shall be voluntary, except however, the City reserves the right to assign overtime in the event insufficient employees volunteer, or to avoid inadequate staffing, or to insure service delivery, or to conduct mandatory training.

Section 9:

Where a ten (10) hour, four (4) day workweek schedule is implemented, overtime is defined as time assigned and worked beyond ten (10) hours a day or forty (40) hours a week.

**ARTICLE 13  
STAND BY-PAY**

When a unit member is required to be available for call-out outside the employee's regular work schedule, the member shall be compensated for such assigned stand-by hours at two dollars (\$2.00) per hour. Employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

**ARTICLE 14  
SHIFT PREMIUM PAY**

Unit employees shall receive sixty-five (65) cents per hour in addition to their regular rate of pay when working a night shift which ends at or after 9:00 p.m. and before midnight, and ninety (90) cents per hour in addition to their regular rate of pay when working a night shift which includes work during the period after midnight to 4:00 a.m.

Employees shall receive shift premium pay only for hours scheduled and worked and not while on paid leave time.

Shift premium pay shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift. Effective July 1, 1999 night shift premium pay applies to regular part-time employees.

Effective July 9, 2001, a unit member shall receive fifteen (15) cents per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m. on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m. on Sunday.

A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.

A unit member who is called out and works between 2:00 p.m. on Friday and 11:59 p.m. on Sunday, will be paid weekend shift differential for all hours worked at the rate specified in this article. If a unit member was called out while on stand-by status, he will not receive weekend shift differential.

#### **ARTICLE 15 SHOW-UP TIME**

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid

for at least four (4) hours at the applicable rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may assign the employee substitute work. In the event scheduled work is interrupted due to conditions beyond the City's control and substitute work is not available to be assigned, affected employees shall be paid for four (4) hours at the regular rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first.

Employees released hereunder prior to the end of their scheduled shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their scheduled shift (for which time they shall be entitled to stand-by pay under Article 13, "STAND-BY PAY" hereof). An employee shall have the option of using either vacation time or compensatory time for the balance of his regular shift. Employees called back to work shall be entitled to their regular pay only and not any premium for work performed during the balance of their regularly scheduled shift.

#### **ARTICLE 16 CALL OUT PAY**

An employee shall have a minimum of three (3) hours pay at overtime rates when called out for work after going home from a shift, or when called out for overtime work while on standby pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate forty-five (45) minutes after being relieved from duty. This forty-five (45) minutes travel time shall

be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum.

Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra time worked.

Provisions of this section shall be interpreted in a manner which complies with the Fair Labor Standards Act.

#### **ARTICLE 17 OUT-OF-CLASS PAY**

A Unit employee who is temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with the following:

##### **Section 1:**

To be eligible for the additional compensation, the Unit employee must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period. Satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class will be credited to the qualifying period. The days of out-of-class assignment need not be consecutive. Once this qualification is satisfied, no additional requalification will be required. **In addition, out-of-class credit shall be given for**

**out-of-class work for five (5) hours for a ten (10) hour shift, and for four (4) hours work for an eight (8) hour shift.**

##### **Section 2:**

Temporary assignments out-of-class shall be recorded only in full shift units. A unit employee working out-of-class for **five (5) hours for a ten (10) hour shift, and for four hours work for an eight (8) hour shift** shall be credited with working out-of-class for the entire shift.

##### **Section 3:**

To qualify for out-of-class pay, a unit employee must be given the assignment in writing by a non-unit supervisor or other authorized management representative of the City.

##### **Section 4:**

Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class. Such time, however, shall be submitted by the employee as creditable experience in promotional examinations for the higher class.

##### **Section 5:**

A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping Unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into Unit classifications. The higher rate of pay shall be used

in computing overtime when authorized overtime is served in out-of-class work assignments. The overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

#### **ARTICLE 18 JURY DUTY PAY**

A Unit employee called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and reasonable travel time and shall, if he chooses, retain jury or witness pay, except where such testimony or witness duty is the result of an employee's official duties as a City employee.

To be eligible for paid leave for jury or witness duty, an employee must present verification of his call to jury duty or witness duty.

Paid witness leave shall not be allowed when the Unit employee is the defendant or plaintiff in a court action.

#### **ARTICLE 19 VACATION ACCRUAL, HOLIDAYS AND HOLIDAY PAY**

##### **Section 1:**

a: Employees, except those on hourly paid status, shall, when possible, without disrupting the various municipal services, be allowed the paid holidays listed on the next page:

New Year's Day  
January 1

Martin Luther King's Birthday  
Third Monday in January

President's Day  
Third Monday in February

**Effective March 31, 2004**  
**Cesar Chavez's Birthday**

Memorial Day  
Last Monday in May

Independence Day  
July 4

Labor Day  
First Monday in September

Veteran's Day  
November 11

Thanksgiving Day  
Fourth Thursday in November

Thanksgiving Day  
Friday after Thanksgiving Day

Christmas Eve  
Four (4) hours on December 24

Christmas Day  
December 25



24 Personal Leave Hours  
After completion of six (6) months' service

b: The personal leave hours may be taken on any day of the employee's choosing, after completion of six (6) months' service, subject to operational and scheduling factors except that the personal leave hours shall be taken within the calendar year they fall.

c: When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on a Saturday, it shall be observed on the preceding Friday, except that the Library Department may observe such holidays on Saturday, and in the case of continuous and/or seven (7) day operations, holidays shall be observed only on the calendar days on which they actually fall. This paragraph shall not apply to Christmas Eve which shall only be granted when it falls on the employee's regular scheduled workday.

A Unit employee working in continuous and/or seven (7) day operation, whose regularly scheduled day off falls on a holiday specified above, who is not on standby (Article 13), and who is scheduled to work a regular shift on such holiday and scheduled day off, shall be compensated as follows: eight (8) hours pay for the holiday plus pay at time and one-half (1 1/2) the regular rate for each hour assigned and worked, plus compensatory time credit for each hour assigned and worked to a maximum of eight (8) hours.

#### Section 2: Vacation Accumulation

Vacation accrual, carryover and separation payout shall be governed by the following table:

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAX. CARRYOVER</u>	<u>MAX. PAYOUT</u>
0-5 years	8 hours	192 Hours	240 Hours
6-10 years	10 hours	240 Hours	300 Hours
11-15 years	11 hours	264 Hours	330 Hours
16-20 years	13 hours	312 Hours	390 Hours
21+ years	15 hours	360 Hours	450 Hours

Effective July 1, 1998, unit members shall be allowed a vacation buy-out one time per calendar year, on December 1. The buy out is up to a maximum of **forty-five (45)** hours, after the employee has accumulated a minimum of one hundred thirty-five (135) hours of vacation leave. The employee must take a minimum of thirty five (35) hours of accumulated vacation leave during the calendar year to qualify for this payment. **Effective July 7, 2003 the buy out will increase from forty-five (45) to fifty (50) hours and decrease the accumulation of vacation leave from one hundred and thirty five (135) to one hundred and twenty (120) hours of accumulated vacation leave to qualify for this payment.**

Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member.

**ARTICLE 20  
HEALTH INSURANCE AND  
EMPLOYEE ASSISTANCE**

The City will continue to offer health insurance plans for Unit members.

**Section 1:**

(a) Effective **August 1, 2002**, the City and the Union agree to maintain the current split for the health insurance monthly contribution for both single and family coverage. If there is a rate increase or decrease, the City will pay 80% of the new monthly contribution and the employee will pay 20%.

(b) The current dental split will also remain the same. If there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

(c) It is understood between the City and the Union that any changes in health insurance benefits or rates shall be effective on or about August 1, and that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.

**Section 2:**

The City will continue the Employee Assistance Program which will provide confidential individual and family counseling to all Unit employees and their eligible

dependents. These services will be furnished by an independent contract agency to be chosen by the City.

**Section 3:**

The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives of the City and Local 2384.

**Section 4:**

The City agrees to contribute 100% of the cost to provide dental insurance for single employee coverage, and 75% of the cost for family coverage.

The City agrees to retain the dental insurance plan for unit members and their qualified dependents. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The Plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of two thousand five hundred dollars (\$2,500) per person.

This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. **Effective August 1, 2003, the orthodontia benefit will increase to four thousand (\$4,000) dollars from twenty five hundred (\$2,500) dollars.**

## **ARTICLE 21 LIFE INSURANCE**

The City will provide at no cost to Unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's annual base salary rounded up to the next one thousand dollars (\$1,000.00) or twenty-five thousand dollars (\$25,000.00), whichever is greater; in addition, the City will also provide death in the line of duty insurance with a face value of fifty thousand dollars (\$50,000.00). It is understood between the City and the Union that any change in life insurance benefits shall be effective on or about August first. The designated beneficiary of a unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit member and payment will be based upon the unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Personnel Department.

Additionally, the City will provide to each unit member a \$200,000 death benefit covering the unit member's commutation to and from his City work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance, and will cover the unit member's commute for up to two hours before his shift begins, and two hours after his shift concludes. The union will only pay the cost of this benefit the first year of the MOU.

In the event of the death of a unit member while commuting to or from his work location, for a period of

two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each unit member. The union will pay the cost of this benefit, if any, the first year of each new MOU period.

## **ARTICLE 22 LONG TERM DISABILITY**

### **Section 1:**

Pursuant to A.R. 2.323, the City will continue the insurance plan covering long term disability for all permanent, full time unit employees, provided, however, that amendments to this A.R. shall not conflict with the express provisions of the M.O.U. Employees are eligible for coverage after completing one (1) year of fulltime continuous City employment. After an established three (3) months-qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75). This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits, and disability provisions of the retirement plan. It is understood between the City and the Union that any changes in long term disability insurance benefits and/or rates shall be effective on or about August 1.

### **Section 2:**

Total disability is defined as follows:

During the first 30 months of benefit payments, an employee being unable, as a result of illness or injury, to perform any and every duty pertaining to an employee's current position. Thereafter, the term "total disability" shall mean an employee's being unable to perform work in any type of occupation that he/she may be educated for, trained for, or experienced in and could be reasonably expected to perform.

#### **ARTICLE 23 HEALTH AND SAFETY COMMITTEE**

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

##### **Section 1:**

The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.

A Unit employee may file, without fear of discipline, retaliation or discrimination, a grievance (Article 24), when, in his best judgment, the City has failed to comply with specific safety and health standards promulgated by local, state and federal regulations.

The City will continue its practice of providing personal protective equipment to protect employees from recognized safety and health hazards.

##### **Section 2:**

In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This committee shall be composed of two (2) Unit employees appointed by the Union and two (2) City representatives as designated by the City Manager. The chairmanship shall rotate among the members.

##### **Section 3:**

The committee shall meet quarterly or at other mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

All written recommendations of the committee shall be submitted to the Department Head concerned and to the City Manager.

##### **Section 4:**

In the discharge of its function, the committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.

#### Section 5:

Employee members of the committee shall not lose pay or benefits for meetings mutually scheduled during their duty time. Union members assigned to the Health and Safety Committee shall be permitted to attend Department Health and Safety Committee meetings.

### ARTICLE 24 GRIEVANCE PROCEDURE

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

#### Section 1: Informal Resolution

The parties agree that the first attempt to resolve employee complaints arising under this M.O.U. will be an informal discussion between the employee and his immediate non-Unit supervisor only.

It is the responsibility of unit members who believe that they have a bona-fide complaint concerning their working conditions to promptly inform and discuss it with their immediate (non-Unit) supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.

If such informal discussion does not resolve the problem to the Unit member's satisfaction, and if the complaint constitutes a grievance herein defined, the Unit member may file a formal grievance in accordance with the following procedure.

#### Section 2: Definition of Grievance

A "grievance" is a written allegation by a Unit employee, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.

#### Section 3: Procedure

In processing a formal grievance, the following procedure shall apply:

##### Step I

The Unit employee shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to his immediate (non-Unit) supervisor within fifteen (15) calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The immediate non-Unit supervisor shall, within ten (10) calendar days of having received the written grievance or such meeting, whichever is later, submit his response thereto in writing to the grievant and the grievant's representative, if any.

## Step II

If the written response of the immediate non-Unit supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to second level of review within ten (10) calendar days of the grievant's receipt of supervisor's response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

## Step III

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the third level of review, the Department Head or his designee, within ten (10) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the third level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

## Step IV

If the response of the third level of review does not result in resolution of the grievance, the grievant and

Union may, within ten (10) calendar days of having received the Step III response, appeal the grievance by signing and completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

- Chairman: A member of the City Manager's Office designated by the City Manager.
- Secretary: The Labor Relations Administrator or the Administrator's designee.
- Member: The President of the Local or the President's designee.

The Grievance Committee shall, within ten (10) calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented. The Grievance Committee shall, within ten (10) calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

In lieu of such hearing, the grievant and the Union may jointly invoke the following procedure by submitting the written notice to the Labor Relations Division within ten (10) calendar days of having received the Step III response. If the grievant and the Union so elect in writing within the above time limit, in lieu of such Grievance Committee hearing, the grievance may be reviewed by an arbitrator.

The parties or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the said list until one-name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

1. The arbitrator shall neither add to, detract from, nor modify the language of the Memorandum or of Departmental rules and regulations in considering any issue properly before him.
  2. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.
  3. The arbitrator shall be bound by applicable State and City Law.
- The arbitrator shall submit his findings and advisory recommendations to the grievant and the City Manager, or their designated representatives. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

## Step V

The City Manager shall, within ten (10) calendar days of the receipt of the arbitrator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

### Section 4: Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Sections 5 and 6 of Article 4 of this Memorandum. The Union shall file such grievance at Step III of the procedure. All other grievances must be filed and signed by unit employees subject to the provisions of this Article.

### Section 5: Group Grievance

When more than one Unit employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such employees. Such group grievances shall be filed at the step of this procedure which provides the lowest level of common supervision having authority over all named grievants. Each unit employee that is a party grievant must be named and must sign such group grievance.

### Section 6: Time Limits

Failure of the City Management representatives to

comply with time limits specified in Section 3 shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Except, however, that the parties may extend time limits by mutual written agreement in advance.

#### Section 7: Notice to Union of Grievance Resolution

The City will put the Union on notice of proposed final resolutions of grievances where the Union has not been designated as the grievant's representative for the purpose of allowing the Union to ascertain that a final resolution will not be contrary to the terms of this Memorandum.

#### Section 8:

The City will not discriminate against employees because of their exercise of rights granted by this Article.

#### Section 9:

Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union President or any Officer of the Union within ten (10) calendar days of the occurrence prompting the grievance, or within ten (10) calendar days of the date upon which the employer became aware of the situation prompting the grievance. The President, or his designee, shall, in each case, provide a written answer within ten (10) calendar days from receipt of the grievance.

Unresolved employer grievances may be submitted to arbitration pursuant to Step IV herein; provided that the employer shall bear the cost of the services of the arbitrator.

#### Section 10:

After the department head's decision, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to the Labor Relations Administrator. The grievance as originally written and the attached response from the department head must be submitted to the Labor Relations Administrator within ten (10) calendar days of receipt of the department head's answer. The Labor Relations Administrator shall meet with the department head and the employee in an attempt to resolve the grievance within ten (10) calendar days. The Labor Relations Administrator shall then submit written recommendations for resolution to the employee and department head within ten (10) calendar days of the meeting.

If the parties are unable to resolve the grievance in accordance with this section, the employee may appeal the grievance to Step IV within ten (10) calendar days from receipt of the Labor Relations Administrator's response.

The Union and the City agree to meet at regular intervals (as defined in Article 26 Labor/Mgt. Committee) to find ways to improve the grievance procedures.



## **ARTICLE 25 PARKING**

Employees regularly assigned to the Airport Terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.

**Effective July 8, 2002, all employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.**

All regular full-time and regular part-time bargaining unit employees will receive, upon request, a City issued bus pass at no cost to the employee.

## **ARTICLE 26 LABOR-MANAGEMENT COMMITTEE**

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

### **Section 1:**

There shall be a Labor-Management Committee consisting of two (2) representatives of the Union and two (2) representatives of the City. The purpose of the Committee is to facilitate improved labor-management

relationships by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention.

### **Section 2:**

The Committee shall meet bi-monthly or at other mutually scheduled times.

### **Section 3:**

The Chairmanship of the committee shall be rotated amongst the members. The members shall, in advance of a meeting, provide the meeting's chairman with proposed agenda items, and the chairman shall provide the members with the meeting agenda in advance of the meeting.

### **Section 4:**

Representatives of the Union on the committee who are employees shall not lose pay or benefits for meetings mutually scheduled during their duty time.

### **Section 5:**

The Union shall be advised of management recommendations for contracting of work presently being performed by Unit employees which would directly result in a reduction in the number of permanent Unit positions during the term of this agreement. The Union may request an opportunity to discuss these recommendations in the Labor-Management Committee prior to any final recommendation to the City Council. Failure by the City to notify the Union under this Article may be subject to

the Grievance Procedure (Article 24) of this Memorandum.

The Management recommendations, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 24) of this Memorandum.

Section 6:

**The Union and management will meet by October 1, 2002 to discuss the bump bid process in the Equipment Management Division.**

#### **ARTICLE 27 PROHIBITED PRACTICES/NO LOCKOUT**

Section 1:

The provisions of Section 2(17) and Section 13 of Ordinance G-3303 are expressly incorporated herein.

Section 2:

There shall be no "lockout" by the City during the term hereof.

#### **ARTICLE 28 TOOL ALLOWANCE**

Section 1:

Unit employees in the following eligible classifications will receive a tool maintenance allowance of three hundred dollars (\$300.00) per annum. **Effective September 2002 the Building Equipment Operator I and II classes shall**

**receive a one time additional payment of eight hundred (\$800) dollars.**

Payment for tool allowance will be made on or about September 1.

#### **Class Code Classification**

0980.2	User Technician Specialist U2
5037.0	Operations and Maintenance Technician
5113.0	Instrumentation and Control Specialist
5113.1	Instrumentation and Control Specialist, Assigned Lead
7006.1	Trades Helper, Assigned U2
7151.1	Traffic Maintenance Worker, Assigned U2
7211.1	Equipment Operator IV, Assigned U2
7306.0	Equipment Service Worker I
7311.1	Heavy Equipment Mechanic, Assigned Lead
7403.0	Traffic Signal Technician Trainee
7409.0	Electrician Helper
7410.0	Electrician Apprentice
7412.0	Electrician

7412.1 Electrician, Assigned Lead

7419.0 Traffic Signal Technician

7419.1 Traffic Signal Technician, Assigned Lead

7421.0 Electronic Technician (effective 7/1/99)

7428.0 Telecommunications Specialist

7431.0 Communications Technician

7440.1 Welder, Assigned U2

7461.0 Building Maintenance Apprentice

7465.1 Building Equipment Operator I, Assigned U2

7466.0 Building Equipment Operator Apprentice

7468.2 Building Equipment Operator II, Assigned U2

7483.0 Building Maintenance Worker, Assigned U2

7490.0 Locksmith

7531.0 Communications Technician Aide

Section 2:

Unit employees in the following eligible classifications will receive a tool maintenance allowance of five hundred dollars (\$500.00) per annum.

Payment for tool allowance will be made on or about September 1.

7302.1 Equipment Maintenance Helper, Assigned U2

7302.2 Equipment Maintenance Helper, Assigned Maintenance

7307.0 Equipment Service Worker II (Mechanics Helper)

7308.0 Auto Mechanic Apprentice

7308.1 Auto Mechanic Apprentice, Assigned Heavy Equipment Repair

7310.0 Automotive Mechanic

7310.2 Automotive Mechanic, Assigned Master Mechanic

7311.0 Heavy Equipment Mechanic

7311.2 Heavy Equipment Mechanic, Assigned Mobile Repair

7311.3 Heavy Equipment Mechanic, Assigned Emergency Equipment Repair

7311.4 Heavy Equipment Mechanic, Assigned Landfill Mechanic

7312.0 Equipment Repair Specialist

7314.0 Body Repair Specialist

7342.0 Fuel System Support Technician

7501.0 Helicopter Mechanic

#### ARTICLE 29 UNIFORM ALLOWANCE/CLEANING

##### Section 1:

Airport Security Guards (Class code 2400.0) uniforms will be supplied by the Aviation Department.

##### Section 2:

On the effective date of this memorandum, the City will assume responsibility for the weekly cleaning/laundrying of uniforms issued to those unit members who are employees of the Equipment Management Division of the Public Works Department.

#### ARTICLE 30 PARENTAL LEAVE/FAMILY LEAVE

##### Section 1:

The City will, as a matter of general policy, and subject to operational needs, authorize up to **three (3)** months of unpaid leave for an employee who is the parent of a newly born or legally adopted child or any Unit member who needs to care for an ill family member. Family members include spouse, children (natural, adopted, foster or step children) brother, sister, parents, grandparents, as well as others living in the same household with the employee. Approval and use of this leave shall be subject to existing Personnel Rules.

##### Section 2:

An employee may use up to ten (10) hours of accumulated sick leave in at least one hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to five (5) days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 12g.)

In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of five (5) incidents not to exceed a total of forty (40) hours each calendar year.

For all the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor, when evaluating the job performance of an employee involved in a leave-management program, up to a maximum total of seven (7) incidents per calendar year. An incident is defined as an absence from work regardless of the length of time.

Immediate family member is defined as the following persons: spouse, child, stepchild, brother or sister of the employee or the parent of the employee or spouse, a relative who, because of family circumstances, has been a parent substitute to the employee may be considered as a substitute for the mother or father in this definition.

**ARTICLE 31  
APPRENTICESHIP PROGRAMS**

The City will make available to the Union copies of all existing apprenticeship agreements affecting Unit II employees.

**ARTICLE 32  
PART-TIME EMPLOYEES**

**Section 1:**

Hourly paid unit members, excluding seasonal and temporary employees, who have worked a minimum of fifty (50) hours in each pay period for twenty-six (26) consecutive weeks shall be entitled to vacation credits of four (4) hours per month. Vacation credits shall be calculated and paid in cash, by separate voucher, in December and June.

Continuation of this entitlement will be determined on November 1, February 1, and May 1. If the employee has worked a minimum of fifty (50) hours in each pay period in July, August, and September, his participation shall continue for the period November through January. A similar review and qualification will be required for October, November and December; January, February and March; and April, May and June. If the employee separates from City employment, the participation will cease.

**Section 2:**

Hourly paid employees, excluding seasonal employees,

may be considered for advancement from pay step 1 to pay step 2 after completing 1,040 hours of work at step 1. Advancement from pay step 2 to pay step 3 and each subsequent step in a range may be considered after working 2,080 hours in each step. Placement of eligible employees in a higher step shall be effective at the time of the request. No retroactive payments shall be made.

**Section 3:**

No full-time or part-time permanent employees in the City Civic Plaza Division shall be displaced or their hours reduced by the utilization of temporary employees, unless the issue has been discussed by the parties in a Labor/Mgt. meeting and the City has complied with the provisions of Management Procedure 5.501, dated February 7, 1994.

**ARTICLE 33  
CERTIFICATION  
Water Services Department**

The City will reimburse Unit members of the Water Services Department for expenses incurred as a result of acquiring and maintaining certification required by the State of Arizona.

The City will provide reimbursements to unit members for CDL endorsements.

**ARTICLE 34  
SAFETY MANUAL**

The parties agree that, during the term of this memorandum, the City will publish a Safety Manual

covering all Citywide safety issues.

The Health and Safety Committee established in Article 23 of this M.O.U. will be given the opportunity to review and to offer input on the manual while it is in draft form and before its final publication.

Once published, there will be no changes made in the manual without the review of the Health and Safety Committee.

Employees are entitled to exercise the rules under OSHA by relating to the competent person assigned that the situation is unsafe and in conflict with OSHA rules.

## **ARTICLE 35 ARBITRATION**

### **Section 1 - Independent Arbitrator:**

Any unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 3 below.

### **Section 2 - Appeal:**

The Union, on behalf of the employee, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary

action. Such request must be made within fourteen (14) calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or twenty-one (21) calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion or dismissal. The request must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

The Union, on behalf of the employee, shall also immediately thereafter file copies thereof with the complainant department head and the City Attorney. At the time the Union files the request for hearing, it shall set forth whether the hearing will be public or private.

### **Section 3 - Selection of Arbitrator:**

If the request for an independent arbitrator to be appointed as a hearing officer is approved by the Civil Service Board, the Labor Relations Administrator or his designated representative on behalf of the City and the Union president or his designated representative on behalf of the employee shall agree on an independent arbitrator within ten (10) calendar days after approval and appointment by the Board of the appeal request. If an agreement on an independent arbitrator cannot be reached within said ten (10) calendar days, either party may request that the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) provide a list with the names of seven (7) arbitrators with

public sector experience. In requesting such lists, the parties shall stipulate that arbitrators should be from within Arizona.

The parties shall, within seven (7) calendar days of the receipt of the list, select the arbitrator by striking names alternately until one name remains. The remaining name shall be designated as the independent arbitrator appointed by the Civil Service Board as the hearing officer for the appeal. The parties shall jointly communicate with the chosen arbitrator to advise him of the appointment.

In the event that the chosen arbitrator is unable to accept the appointment as hearing officer, the parties shall either select another independent arbitrator from a new list in the same manner as described above, or if mutually agreeable select another independent arbitrator from the original list. The independent arbitrator chosen shall be designated as the hearing officer appointed by the Civil Service Board for the appeal.

#### Section 4 - Time for Hearing:

When possible the hearing date shall be set within thirty (30) calendar days from the request. Delays may be granted by mutual agreement of the parties. However, any such delay occurring at the request of the Union, shall automatically be excluded from any calculations of back pay to the employees, if any, as determined by the Civil Service Board.

#### Section 5 - Hearing Procedures:

The hearing procedures will be the same as the procedures set forth in Rule 22d, Personnel Rules of the City of Phoenix.

In the conduct of the hearing, the hearing officer shall not be bound by the technical rules of evidence, nor shall informality in any of the proceedings or in the manner of taking testimony invalidate any order, decision, rule or regulation made or approved by the Civil Service Board.

#### Section 6 - Witnesses:

An employee appellant, or an employee subpoenaed as a witness, shall be granted a leave of absence from his/her regularly assigned duties during his/her regularly assigned work hours without loss of pay for the time.

At the request of either party, the arbitrator shall order that any witness who will testify during the hearing be excluded from the hearing room until such time as they testify. The City and the Union may exclude from the operation of this provision one representative each of the City and the local union.

#### Section 7 - Proposed Findings; Objections to Report:

Either party may file with the hearing officer written proposed findings of fact and conclusions within seven (7) calendar days of the conclusion of the hearing. A copy of such proposed findings and conclusions shall be served on the other party at the same time as filing with the hearing officer.

No later than two (2) calendar days before the Civil Service Board meeting where the appeal has been scheduled for hearing either party may file with the Civil Service Board written objections to the hearing officer's report. A copy of such objections shall be served on the

other party at the same time as filing with the Civil Service Board. No post-hearing evidence shall be submitted.

#### Section 8 - Requirements:

The independent arbitrator selected by the parties and appointed by the Civil Service Board pursuant to this article shall be bound by the following:

1. The independent arbitrator shall neither add to, detract from, nor modify the language of this Memorandum of Understanding.
2. The independent arbitrator shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue.
3. The independent arbitrator shall be bound by applicable Federal, State, and City laws.

#### Section 9 - Report:

Within two (2) weeks of the conclusion of the hearing, the hearing officer shall forward all records and his report containing a statement of the findings of fact, conclusions, and recommendations concerning the appeal to the Civil Service Board and send a copy of the report to the parties. The hearing officer may recommend to the Civil Service Board, the discipline be upheld or modified, or rescinded pursuant to Personnel Rule 22 (e).

#### Section 10 - Costs:

The cost of the independent arbitrator and other costs

related to obtaining said arbitrator shall be borne equally by the parties. Each party will be responsible for its own costs incurred in the hearing process, including but not limited to costs for legal services, service of subpoenas, and expert witnesses.

#### Section 11 - Civil Service Board:

It is expressly understood that this article shall not impinge on the powers and duties of the Civil Service Board as provided for in Section 3 of Chapter XXV, Phoenix City Charter and Rule 22, Personnel Rules of the City of Phoenix.

#### Section 12 - Representation:

The parties agree that for the purpose of this article the City will be represented by the Labor Relations Administrator for the City of Phoenix or his designee and the employee will be represented by the President of AFSCME, Local 2384 or his designee.

### ARTICLE 36 TERM AND EFFECT OF MEMORANDUM

#### Section 1:

This Memorandum shall remain in full force and effect commencing July 1, 2002 up to June 30, 2004, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than November first of its request(s) to modify or terminate it.



Section 2:

Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

Section 3:

If any section or provision of this Memorandum violates existing Federal, State or City law, then such law shall supersede such provision or section.

Section 4:

The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.

Section 5:

The provisions of this Memorandum apply to all unit employees, except that entitlement to health, life and long term disability insurance, holiday, overtime and show-up time benefits for regular hourly employees shall continue in accordance with present practice and policy.

Permanent employees shall not be laid off from City employment and replaced by the hiring of part-time employees solely for the purpose of eliminating the cost of

existing full-time benefits received by permanent employees.

Section 6:

This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.

**ARTICLE 37  
SAVING CLAUSE**

If any article or section of this Memorandum should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

**ARTICLE 38  
COPIES OF MEMORANDUM**

Within sixty (60) days of the date that this Memorandum is adopted by the City Council, the Union will arrange for printing of jointly approved copies of it for furnishing one to every Unit employee, Unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Union and the City.

Printing vendors secured by the Union shall comply

with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors and Suppliers), as may be amended.

#### ARTICLE 39 SICK LEAVE CONVERSION AT RETIREMENT

Effective **July 8, 2002**, the following benefits shall apply:

Upon retirement, bargaining unit employees with a minimum of 750 hours of accrued and unused sick leave, excluding the first 250 hours, will be paid **twenty five percent 25%** of the remaining hours as base hourly wage.

#### ARTICLE 40 SENIORITY

1. The City shall provide the Union with a list of unit members showing each unit member's City employment date and class employment date.
2. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
3. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

PASSED by the Council of the City of Phoenix this 26th dat of June, 2002.

*S. Clements*  
ACTING MAYOR

ATTEST:

*Ticky Miel* City Clerk

APPROVED AS TO FORM:

*William Bach* Acting City Attorney

REVIEWED BY:

*Michael R. Jenkins* City Manager

LMH:tk/133290 *WJ*

#### Local 2384 Bargaining Committee:

Ray Oliver, President, AFSCME 2384  
Abe Arvizu, Jr., Vice-President, AFSCME Local 2384  
Louie Bond, Executive Board Member, AFSCME Local 2384  
Dave Meiner, Secretary-Treasurer, AFSCME Local 2384  
John Mountz, Executive Board Member, AFSCME Local 2384  
Carl Parrish, Member  
Roger Scott, Recording Secretary, AFSCME Local 2384  
Ed Stirewalt, Executive Board Member, AFSCME Local 2384

*Raymond Oliver*  
*Louie Bond*  
*Dave Meiner*  
*John Mountz*  
*Carl Parrish*  
*Roger Scott*  
*Ed Stirewalt*